

CONSIGNMENT AGREEMENT

This Consignment Agreement (this "Agreement") is dated as of April _____, 2009, by and between Wells Fargo Bank Northwest, National Association, a national banking association, in its capacity as owner trustee under the Trust Agreement (N416CA) dated as of July 31, 2007, whose registered office is at 299 South Main Street, MAC UI228-120, Salt Lake City, UT 84111 USA ("Consignor") and GA Telesis, LLC, a Delaware limited liability company with its principal place of business located at 5400 NW 35th Ave, Building 16, Fort Lauderdale, FL 33309 USA ("Consignee").

BACKGROUND

Consignor is the owner of the aircraft and engines specified on Schedule A (collectively, the "Consigned Goods", and where applicable, the "Aircraft", "Airframe", "Engines" or "Parts").

Consignee is in the business of marketing aircraft, aircraft engines, aircraft parts, components, and material substantially similar to the Consigned Goods, and Consignor would like to engage Consignee to market for lease, sale or exchange, and to manage and repair the Consigned Goods in accordance with the terms and conditions of this Agreement.

AGREEMENT

A. Engagement; Sales.

1. Sales. Consignor hereby engages Consignee on an exclusive basis to receive, maintain in inventory, market and sell the Consigned Goods in accordance with the terms and conditions of this Agreement. Consignee hereby accepts such engagement and agrees to use its commercially reasonable best efforts in its performance hereunder, including the sale of the Consigned Goods at then current market terms and conditions. All Consigned Goods leased, sold or exchanged by Consignee under this Agreement shall be referred to as "Sold Goods" and the parties acquiring Sold Goods shall be referred to as "Customers."

2. Aircraft Recovery. Consignee shall at the request of the Consignor manage the recovery of the Aircraft on behalf of the Consignor at Consignor's sole cost and expense ("Recovery"). However, Consignee shall pay up front costs related to the Recovery and such costs shall be reimbursed by Consignor to Consignee upon Consignee's invoicing of same. Recovery shall include, but not be limited to physical inspection of the Aircraft and the Aircraft records, arrangement of the ferry flight including flight crew and flight planning to the Delivery Location.

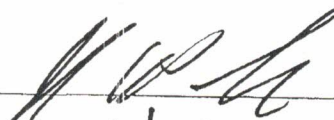
3. Delivery. Consignee will take possession of Consigned Goods at Opa-Locka International Airport, Miami, Florida (the "Delivery Location") on one or more dates specified in Schedule A (each a "Delivery Date"). If the Delivery Location is other than

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first appearing above.

Consignor:

By 
Title Val T. Orton
Vice President

Consignee:

By 
Title SVP & CFO

SCHEDULE A
TO CONSIGNMENT AGREEMENT

Aircraft: Bombardier CL-600-2B19, Serial Number 7450

Engine: General Electric CF34-3A1, Serial Numbers 807645, 807644

The above Aircraft and Engines shall be delivered pursuant to the Consignment Agreement to which this Schedule A is attached on or about _____, 2009 (the "Delivery Date").

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**RELEASE AND TERMINATION
(N416CA)**

The undersigned hereby agree that the Lease Agreement listed on Annex A hereto (the "Lease") is hereby terminated and the collateral covered thereby, including the Aircraft and Engines listed on Annex A hereto, is no longer subject to the terms thereof. Further, Wells Fargo Bank Northwest, National Association, as Indenture Trustee, hereby releases all of its interests and to the Lease.

This Release and Termination may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Dated: October 4, 2007.

[Signature Page Follows]

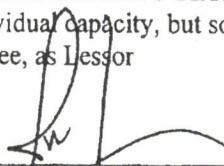
SEE RECORDED CONVEYANCE
NUMBER KK027489 et al
DOC ID COOL PAGE 1

CERTIFIED COPY-TO BE RECORDED

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Orig to DFPH + J

WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, not in its
individual capacity, but solely as owner
trustee, as Lessor

By: 

Name:

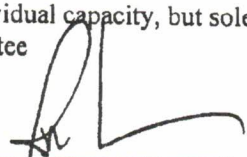
Title:

Jon Croasmun
Vice President

COMAIR, INC.,
as Lessee

By: 
Name: DAN DIXON
Title: CFO

WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, not in its
individual capacity, but solely as Indenture
Trustee

By: 

Name:

Title:

Jon Croasmun
Vice President

ANNEX A**LEASE DESCRIPTION**

The Lease Agreement [N416CA] dated as of November 29, 2000 between First Union National Bank, now Wachovia Bank, National Association, as owner trustee, as lessor and Comair, Inc., as lessee, which was recorded by the Federal Aviation Administration on January 4, 2001 and assigned Conveyance No. KK027489 (the "**Lease Agreement**"), as supplemented and assigned by the following described instruments:

<u>Instrument</u>	<u>Date of Instrument</u>	<u>FAA Recording Date</u>	<u>FAA Conveyance No.</u>
Lease Supplement No. 1 [N416CA]	11/29/00	01/04/01	KK027489
Assignment and Assumption Agreement (N416CA) among Wachovia Bank, National Association, as owner trustee, as assignor, Comair, Inc., as lessee, and Wells Fargo Bank Northwest, National Association, as owner trustee, as assignee	7/31/07	08/20/07	KK039260

DESCRIPTION OF AIRFRAME AND ENGINES

One (1) ^{CL-600} ~~Bombardier~~ Model CL-600-2B19 airframe with manufacturer's serial number 7450 and U.S. Registration No. N416CA (the "**Airframe**") and two (2) General Electric CF34-3A1 aircraft engines bearing manufacturer's serial numbers 807644 and 807645 (the "**Engines**").